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As of 8/7/01

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LOCAL CLAUSES

52.000-4000 ALTERNATE DISPUTES RESOLUTION

In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act.

52.000-4001 CONTRACT PERIOD

The period of this contract is _____ or _____ days after date of award, whichever is later, through _____.

52.000-4002 EMERGENCY MEDICAL TREATMENT

Emergency medical treatment will be provided by the Winn Army Community Hospital in order to prevent undue suffering or loss of life. Emergencies will be treated only during the period of emergency and appropriate action will be taken to discharge or transfer such patients as soon as the emergency period ends. Charges for medical care will be at the prevailing rate and at the Contractor's expense.

52.000-4003 EXCAVATION PERMIT

The Contracting Officer's Representative (COR) shall issue the contractor necessary excavation and utility clearances. The contractor shall request such clearances in writing to the COR not less than fifteen (15) working days prior to the date which he anticipates commencement of actual digging. A date for issuance of the excavation permit shall then be scheduled and the contractor notified. It shall be the contractor's responsibility to positively locate or define the area of excavation prior to scheduled date of excavation permit. The Contractor's superintendent shall be present at the site at the time of issuance of the excavation permit. The contractor will be given the excavation permit at the site after the existing underground utilities have been staked or otherwise positively located the same day. The contractor will not proceed with excavation of any kind until he has in his possession a copy of the following:

- a. Contract drawing(s) showing utilities within the proposed work area(s).
- b. A completed and signed excavation permit. The excavation permit shall be valid for a period of 30 days from date of issuance or as otherwise directed by issuing authority.

Contractor shall repair any damages to utilities that were staked or positively located at no cost to the Government. Utilities not located that are damaged by the Contractor will be repaired by the Government.

52.000-4004 HOURS OF OPERATION

Normal working hours are 7:30 a.m. through 4:00 p.m. Monday through Friday excluding Federal Holidays.

Notwithstanding the provisions of the Contract Work Hours and Safety Standards Act – Overtime Compensation clause herein, work will not be permitted outside normal work hours, nor on Saturdays, Sundays or legal holidays unless approved by the Contracting Officer. Requests to work other than normal work hours for all work, except within Family Housing, must be submitted in writing a minimum of 2 work days in advance of date on which such work is anticipated. Work within Family Housing shall be performed during normal work hours except in the event of emergencies as determined by the Contracting Officer. The exclusion of work on Saturdays, Sundays, and holidays has been considered in computing the performance time of this contract. The following legal holidays are observed:

January 1 st	1 st Monday of September
3 rd Monday of January	2 nd Monday of October
3 rd Monday of February	November 11 th
Last Monday of May	4th Thursday of November
July 4 th	December 25th
Any other Congressional or Presidential imposed Federal Holiday.	

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

52.000-4005 INVOICES AND PAYMENTS

Invoices shall be submitted in original and five (5) copies to the Contract Administration Division, 1042 William H. Wilson Ave., Ste. 219, Fort Stewart, Georgia, 31314-3322. Invoices shall cite the contract number, delivery/task order number (if applicable), quantity, price and total amount of invoice. Invoice forms shall be provided by the Contracting Division. In accordance with General Clause entitled "Payments under Fixed Price Construction Contracts", the contractor shall furnish the certification required by paragraph "c" on progress payments and furnish a release statement with his final invoice.

52.000-4006a MATERIAL APPROVAL SUBMITTALS

The submittals contemplated by FAR clause 52.236-5 entitled, "Materials and Workmanship", and listed at Technical Exhibit _____ or any requested deviations from the Technical Provisions shall be submitted on ENG Form 4025-R, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certifications". Required certificates, manufacturing brochures, etc., shall be submitted in five (5) copies unless otherwise specified. Submittals requiring manufacturer's certifications must be executed by an officer of the manufacturing company and notarized. Approval of materials or equipment not noted as a deviation shall not relieve the Contractor from complying with the applicable Technical Provisions.

52.000-4007 NOTICE OF COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

The Contractor shall notify the Contracting Officer thirty (30) days prior to commencement of any collective bargaining agreement negotiations.

52.000-4008 FACILITY OCCUPANCY

The facility will be occupied and in normal usage during accomplishment of the work. Interference with and inconvenience to the occupants or routine use of the facility shall be held to an absolute minimum. The Contractor is responsible for providing such covering, shields, and barricades as required to protect the facility occupants, furniture, equipment, supplies, etc., from dust, debris, weather intrusion, or other cause of damage resulting from construction.

52.000-4009 PHYSICAL DATA FORT STEWART

a. Data and information furnished or referred to below is for the Contractor's information. The Government is not responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

b. Weather Conditions. The following table reflects the meteorological data from the U.S. Weather Station at Fort Stewart, Georgia, and will be used to determine time extension due to abnormal weather.

WRIGHT AAF, FORT STEWART, GEORGIA

Days Month F	No. Days		No.	
	Avg Days Rain	Avg Inches Rainfall	Below 32 Degree F	Above 90 Degree
JAN	12	7.5	9	0
FEB	9	6.4	5	0
MAR	9	4.3	3	0
APR	11	5.0	0	1
MAY	5	1.4	0	8
JUN	17	7.8	0	7
JUL	14	7.8	0	17
AUG	6	2.5	0	11
SEP	14	3.2	0	9
OCT	9	7.6	0	1
NOV	9	7.2	2	0
DEC	13	4.0	6	0

Average number of days of rainfall 0.01 Inch or more. Data from AWS Climatic Briefs, Period of Record Jan 75- May 98.

52.000-4010 PRE-FINAL AND FINAL INSPECTION

a. The Contractor and Government Inspector shall conduct a joint pre-final inspection prior to requesting a final inspection. Any discrepancies noted shall be corrected prior to the final inspection. The Contracting Officer may schedule more than one pre-final inspection if determined necessary.

b. The Contractor shall request final inspection in writing to the Contracting Officer ten days before the desired date. The final inspection shall be performed with the Contractor, Government personnel and representatives of the using activity. Any discrepancies noted shall be corrected prior to final payment.

52.000-4011 REMOVAL OF CONTRACTOR PERSONNEL

The Government reserves the right to require removal of any Contractor personnel from the job site who endanger persons or property, or whose continued employment is inconsistent with the interest of military security. The Government also reserves the right to require the Contractor to remove from the job site, any employee found to be under the influence of alcohol, drugs or any other incapacitating agent or any employee involved in the theft of Government property. The removal from the job site of such personnel shall not relieve the Contractor of the requirement to provide personnel to perform services.

52.000-4012 REQUIRED INSURANCE

In accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation" the following minimum amounts of insurance are required.

Workmen's Compensation	As required by state laws
Employer's Liability Insurance	\$100,000
General Liability Insurance Bodily Injury Liability	\$500,000 per occurrence
Auto Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$ 20,000 per occurrence

52.000-4013 UTILITIES

Utility services required will be furnished at no cost to the Contractor. Any alternations or connections to the existing utility facilities for accomplishment of this work shall be at no additional cost to the Government. The Contractor shall remove all alterations before final acceptance of work at no expense to the Government. If utilities are not available at the job site and are required for performance, the Contractor shall provide his own generators or other necessary equipment to provide the utilities.

52.000-4014 WAGE DETERMINATION

U.S. Department of Labor Wage Determination(s)/Decision(s) _____ is/are incorporated into this solicitation and shall be applicable to any resultant contract.

52.000-4015a ASBESTOS PROHIBITION

“Asbestos”, including chrysotile, ammosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any of these materials that have been chemically treated and/or altered is prohibited from incorporation into the work under this contract. This prohibition does not apply to nor prevent the removal and disposal of asbestos materials.

52.000-4016a BASIS OF AWARD

THIS CLAUSE WILL VARY WITH EACH SOLICITATION/CONTRACT.

52.000-4017 BONA FIDE NEED

Defense Finance and Accounting Service Regulation (DFAS-IN Reg 37-1) requires that projects funded by appropriations cited herein commence by 1 January of the following calendar year. Commencement can be physical on-site work or documentary evidence that costs have been incurred or materials have been ordered. It is anticipated that the notice to proceed will be issued in sufficient time to comply with this regulation. However, the Contractor will not commence work until after the date he receives the notice to proceed.

52.000-4018A COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (TURF)

There are two phases of work required by this contract – construction work required by the specifications and the establishment of turf after completion of the first phase. Accordingly, there will be two notices to proceed issued to the Contractor.

PHASE I: The Contractor shall be required to (a) commence work under this contract within ____ calendar days after the date the Contractor receives the first Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than _____ calendar days. The time stated for completion shall include final cleanup of the premises.

PHASE II: Completion date for this phase shall be negotiated after completion of Phase I and prior to issuance of second Notice to Proceed. Negotiated date shall be based on the parameters set forth in Technical specifications Section 02935, Establishment of Turf – Seeding.

52.000-4019 CONTRACT PROGRESS REPORTS

The contractor shall submit FORSCOM Form 59-1-R, Contract Progress Report, accompanied by a brief narrative report of work accomplished, to the Contracting Officer weekly. Each report submitted must be complete, signed and dated by the Contractor.

52.000-4020a FIRE PREVENTION

The Contractor shall comply with fire prevention practices as set forth by the National Fire Protection Association in the National Fire Code and other recognized fire prevention agencies and post regulations.

52.000-4022 PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.000-4023 PRE-AWARD INFORMATION

The Government reserves the right, prior to making an award, to conduct a pre-award survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The pre-award survey may include, but will not necessarily be limited to the following factors:

- (1) Financial Resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirement to receive and award of a contract.
- (6) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award to insure compliance with specifications.

A Pre-Award survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name : _____
Address : _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name : _____
Address : _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name : _____
Address : _____
Point of Contact: _____

Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Financial Reference:

Name : _____
Address : _____
POC: _____
Phone: _____
Account Number: _____

52.000-4024 PROGRESS SCHEDULES

The reports contemplated by the clause, FAR 52.236.15, herein entitled, "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to FORSCOM Form 59-R when periods of performance exceed 60 calendar days.

52.000-4025 REQUIREMENT TO BID/OFFER ON ALL ITEMS

Failure to submit a bid/offer on all items shall result in rejection of the bid.

52.000-4026a SALVAGE AND DISPOSAL OF MATERIALS

- a. Salvage materials, unless otherwise specified, become the property of the contractor upon removal from the job site and should be taken into consideration in formulating bids.
- b. Salvage materials to remain as Government property are _____
- c. Material not salvageable shall be removed from the job site and _____

52.000-4027a SUPPLEMENTAL ADMINISTRATIVE DATA

(Fill in with multiple accounting data, etc.)

52.000-4028 YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the contractor shall ensure that all procurements for construction, supplies or services, and all information technology (IT) contained herein shall be Year 2000 Compliant.

“Year 2000 compliant,” as used in this provision means, with respect to information technology, that the information technology accurately processes date/time data (including but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

For new contracts, the contractor shall —

- a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts and furnishings under this contract and each task/delivery order, which may be affected by the Y2K compliance requirement.
- b. Indicate whether each component is currently Y2K compliant or requires an upgrade for compliance prior to government acceptance.

52.00-4029 TECHNICAL POINT OF CONTACT

,telephone (912) 767 -1234 , or his/her alternate, is hereby identified as the technical point-of-contact between the contractor and the acquiring activity/organization. This individual may acknowledge receipt, inspect, and accept conformance to the contract except for any discrepancies and/or deficiencies as noted of services furnished by the contractor in accordance with the terms and conditions of the contract. Any discrepancies and/or deficiencies noted by this individual during the performance of work by the contractor shall be reported by him/her to the Contracting Officer for corrective action. This individual is NOT AUTHORIZED to make any changes in any of the provisions of the contract. The presence, or absence of this individual during the performance of the work by the contractor shall not relieve the Contractor from any and all requirements of the contract.

52.00-4030 PAYMENTS FOR INDIVIDUAL BID ITEMS

Payments shall be made in accordance with General Clause entitled, "Payments under Fixed-Price Construction Contracts". Notwithstanding the provisions of that clause, no payment will be made for individual bid item numbers_____until the individual item is completed and accepted.

52.000-4031 PHYSICAL DATA HUNTER ARMY AIRFIELD

a. Data and information furnished or referred to below is for the Contractor's information. The Government is not responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

b. Weather Conditions. The following table reflects the meteorological data from the U.S. Weather Station at Fort Stewart, Georgia, and will be used to determine time extension due to abnormal weather.

HUNTER ARMY AIRFIELD, GEORGIA

Days Month F			No. Days	No.
	Avg Days Rain	Avg Inches Rainfall	Below 32 Degree F	Above 90 Degree
JAN	9	3.2	9	0
FEB	9	3.4	5	0
MAR	9	4.2	1	0
APR	7	2.9	0	1
MAY	9	3.8	0	4
JUN	10	5.5	0	11
JUL	15	7.1	0	16
AUG	12	7.2	0	15
SEP	11	5.7	0	4
OCT	7	2.8	0	1
NOV	7	1.8	2	0
DEC	9	2.6	6	0

Avaerage number of days of rainfall 0.01 Inch or more. Data from AWS Climatic Briefs, Period of Record Jan 75- May 98.

52.000-4032a SITE VISIT – CONSTRUCTION

- (a) The clause at 52.243-5, Changes and Changed Conditions, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) An organized site visit has been scheduled for
- (c) Participants will meet at--

52.00-4033 ADDITIONAL SECURITY REQUIREMENTS INFORMATION

- a. The DOD Industrial Security Manual referenced in Section I, Provision entitled, "Security Requirements", is available for review at the Contracting Office.
- b. DD Form 254, "Department of Defense Contract Security Classification Specification" attached to this solicitation will be finalized by the Government at time of award and distributed in accordance with Attachment No. _____ instructions. The Contractor shall employ personnel with appropriate security clearances to perform the tasks identified in the contract. The cognizant security office will contact the Contractor to commence clearance processing upon their receipt of DD Form 254.
- c. Prior to commencing services on the installation, the Contractor shall submit a visitor's request along with certification of personnel clearance to Commander, 3d Inf Div (Mechanized) and Ft Stewart, ATTN: AC of S, GS/DSEC (PSI), Ft Stewart, GA 31314. Certifications shall include contract number, description and location of services to be performed.
- d. If applicable, Contractor shall be responsible for preparation of DD Form 254 for each classified subcontract and submission to the Contracting Officer for approval and distribution.

52.00-4034 LIQUIDATED DAMAGES—CONSTRUCTION (TURF)

IF THIS BID/OFFER EXCEEDS \$25,000, THE FOLLOWING CLAUSE IS APPLICABLE:

- a. If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages the sum of \$____ for each day of delay beyond the completion date for each phase of work.
- b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.
- c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

52.000-4035a INVOICES AND PAYMENTS DOC/CELL FT STEWART

Invoices shall be submitted in original and five (5) copies to the DPW/DOC Cell, Bldg 1139 1557 Frank Cochran Drive Fort Stewart, Georgia, 31314-4928. Invoices shall cite the contract number, delivery/task order number (if applicable), quantity, price and total amount of invoice. Invoice forms shall be provided by the Contracting Division. In accordance with General Clause entitled "Payments under Fixed Price Construction Contracts", the contractor shall furnish the certification required by paragraph "c" on progress payments and furnish a release statement with his final invoice.

52.000-4036 INVOICES AND PAYMENTS DOC/CELL HUNTER

Invoices shall be submitted in original and five (5) copies to DPW, ATTN: DOC, Bldg 1026, 421 Stephen Douglas St., Hunter Army Airfield, GA 31409-4629. Invoices shall cite the contract number, delivery/task order number (if applicable), quantity, price and total amount of invoice. Invoice forms shall be provided by the Contracting Division. In accordance with General Clause entitled "Payments under Fixed Price Construction Contracts", the contractor shall furnish the certification required by paragraph "c" on progress payments and furnish a release statement with his final invoice.

52.000-4037 INSTRUCTIONS FOR PREPARATIONS OF OFFERS

**THE INFORMATION IN THIS CLAUSE WILL VARY WITH THE
SOLICITATION/CONTRACT**

52.000-4038 EVALUATION FACTORS FOR AWARD

**THE INFORMATION IN THIS CLAUSE WILL VARY WITH THE
SOLICITATION/CONTRACT**

52.00-4039 TIME ALLOWED FOR COMPLETION OF TASK ORDERS

a. This formula is for information only and may be used by the Government as a guideline for estimating Task Order completion time, along with other factors. Performance time will be negotiated for each Task Order.

b. The Government has established the following requirements pertaining to the timely completion of Task Orders. The Task Order is the notice to proceed and performance shall be completed as indicated in the Task Order and shall commence within 15 days after receipt of the Order or as otherwise directed by the Task Order. A Task Order is considered complete upon final acceptance of the work.

c. Equation: (all days are calendar days): $\text{Total Days} = 30 + (0.00009 \times A) + B$

A= The Task Order price in dollars

B= Any number of extra days so determined by the Government (prior to issuance of the Task Order) to be necessary for the proper execution of the work when extraordinary circumstances are present. Under most normal circumstances B=0. Extraordinary circumstances which may prompt the Government to allow extra days include the following:

- testing & evaluation or work site conditions require extra days
- documented unavailability of materials or equipment
- existence of Government activities which may delay work in or around the work site
- extensive utilities coordination required
- Contracting Officer has determined that allowing extra days will be in the best interest of the Government

d. Notwithstanding the completion standards stated above, the Contracting Officer shall negotiate a completion time that would be sooner than that estimated by the equation as a competition factor for Task Order awards.

e. Some Task Orders may require phased completion times, for such Task Orders, completion times for individual phases will be determined through negotiations for Task Order award.

52.00-4040 FACNET

ATTENTION: FACNET Contractors: The Right is reserved to accept Quotations from all sources of supply/services and not just FACNET. Also, due to possible transmissio problems through EDI, contractors are reequiired and are responsible to ensure that their quotations electronically submitted through FACNET are received by this office for consideration. Receipt can be confirmed by contacting the issuing agency depcited in Block #9 of SF1449 or by faxing a copy of your quote to (912) 767-2969.

52.000-4041 CONFIRMING ORDER

CONFIRMING ORDER: DO NOT DUPLICATE SHIPMENT. This is a Written Confirmation of Order
Given to telephonically and by facsimile.

52.000-4042 FORT STEWART SCHOOL INVOICES:

Contractor will be responsible for forwarding invoices to the address below for review and verification of invoice pricing , compliance with the order issued, certification and processing of payment.

Mail Invoices To: Fort Stewart Schools
ATTN: Business Office
5605 Davis Avenue
Fort Stewart, GA 31314

Certifying Official located at address depicted above will be responsible for certification of Contractor's invoice upon receipt of a proper invoice and timely distribution for payment to the Applicable Paying Office indicated in Block 18a of this award.

52.000-4045 TASK ORDER PROCEDURES

A. Task Orders (Tos).

- (1) Any Task Orders placed during the performance period of this contract, shall be issued by the Contracting Officer (KO) only and may be issued electronically, by facsimile or by written order. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 15.505(b), the Contracting Officer will give each awardee a “fair opportunity” to be considered for each order in excess of \$2,500.00 unless one of the conditions in paragraph B(2) below apply. Procedures and selection factors to be considered for each TO which provide “fair opportunity” are set forth in B (1) below.

B. Procedures Providing a Fair Opportunity for Consideration on Each Requirement.

- (1) The Government intends to provide the multiple awardees a fair opportunity for consideration. This fair opportunity will be provided through the Government’s examination of existing information, such as awardee’s original bid, current past performance (including the Contractor’s original performance data if it is the most current in the Government’s possession). As work proceeds under this contract, the original past performance submitted with bid will be disregarded for current performance records received on TOs performed under this contract.
- (2) Exceptions to Fair Opportunity Consideration. Awardees will not be given a fair opportunity to be considered for task orders expected to exceed \$2,500 when the Contracting Officer determines one of the following conditions apply:
 - a. The agency need for such services is so urgent that providing the opportunity would result in unacceptable delays;
 - b. Only one Contractor is capable of providing the services at the level of quality required because the services are unique or highly specialized;
 - c. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
 - d. It is necessary to place an order to satisfy a minimum guarantee.

C. Selection Criteria for Awarding Task Orders.

- a. The selection criteria is price, performance time and past performance. The Government will issue a spreadsheet consisting of the required clins, quantities, individual awardees initial applicable unit prices, a column for proposed unit prices; the base formula for calculating performance time will be determined and also incorporated in the spreadsheet with a fill-in space for proposed performance time. The awardees will be requested to submit their proposal on the spreadsheet provided on the date and time indicated by the Contracting Officer.
- b. Once the proposals are received the Government will evaluate the proposals against the selection criteria. The Government’s award decision will be based on the above selection criteria. The order of importance for the factors in the selection criteria will be identified on each individual proposal request.

- D. As TOs are awarded and actual performance is completed under the Task Order, the Contracting Officer’s Representative (COR) also designated as the Task Order Monitor (TOM) will initiate a performance evaluation report to be submitted to the Contracting Officer. One copy of the performance evaluation report will be provided to the awardee by the COR/TOM. The awardee may, if not in agreement with the evaluation, submit a rebuttal to the Contracting Officer for attachment to the report.

- E. Ombudsman Description. In accordance with FAR 16.505(b)(5), the Procurement Assistant Responsible for Contracting, has been appointed as the Forces Command Task Order Contract and Delivery Order Contract Ombudsman. The Ombudsman will review complaints from contractors awarded multiple contracts and ensure that they have been afforded a fair opportunity to be considered for award of task orders, consistent with the procedures in the contract. Complaints to the FORSCOM Ombudsman must be forwarded to:

HQ, FORSCOM, DCSL&R, CD
ATTN: AFLG-PR
1777 Hardy Avenue
Fort McPherson, GA 30330-1062

(End of clause)

52.00-4046 ISSUANCE OF DELIVERY ORDERS

Fort Stewart: The contractor shall be required to contact the Ordering Officer located in Bldg T-810, no later than 10:00 a.m. each day to pick up delivery orders.

Hunter Army Airfield: The contractor shall be required to contact the Ordering Officer located in Bldg 1211, no later than 1:00 p.m. each day to pick up delivery orders.

The commencement date of the delivery order shall be for the following day to ensure the contractor has the full performance time.

52.00-4047 AUTHORIZED ORDERING INDIVIDUALS (OTHER)

Pursuant to FAR CLAUSE 52.216-18, entitled "ORDERING", delivery orders may only be placed by the Contracting Officer, Fort Stewart Georgia, or on the Contracting Officer's behalf by an appointed ordering officer.. A copy of the ordering officer's appointment will be provided at the time of award.

52.00-4048 PLACE OF PERFORMANCE

Dining facility services covered under this contract are restricted to dining facilities located on the Fort Stewart/Hunter Army Airfield military reservation as shown in Part, I, Section B and includes any dining facilities which may subsequently be added to the contract.

Should there be two such similar dining facilities under this contract, the unit price for the new dining facility will be the one which is considered to be most advantageous to the Government. In addition, the Government reserves the right to move from a dining facility covered by this contract to another dining facility not covered by the contract, provided, the new dining facility is of similar size and capacity and has the same headcount ranges. Such change will also be effected by a unilateral modification to the contract by the Contracting Officer at the unit price established herein for such similar dining facility. "Similar building" is defined as one of approximately the same square footage (+/- 10%) and the same general configuration.

52.000-4049 TIME OF PERFORMANCE

a. Meal periods contained in Technical Exhibit #2 are subject to change. The Government without contract modification may change these periods or price adjustment provided the total meal hours as defined in F.5c are not expanded or contracted. Price adjustment for changes, which expand or contract meal hours, shall be made in accordance with F.5b and F.5c below. Revised meal schedules will be posted in dining facilities not later than 24 hours prior to implementation. Revised schedules, which expand or contract meal hours on a permanent basis, shall be transmitted to the Contracting Officer for incorporation of price adjustment into the contract by modification. Temporary meal schedule changes payable as extended services shall not be incorporated into the contract by modification; but payment therefore shall be included on delivery orders issued hereunder.

b. Temporary changes in meal schedules (those effective for period of 30 days or less) which expand total meal hours (defined in subparagraph c below) shall be ordered under the item in the bid price schedule (Section B) headed "Extended Services." (SEE NOTE 2 on page B-__.)

c. Price adjustments for permanent meal changes (those, which exceed 30 days,) shall be computed by the following formulas:

(1) Where: BS = Breakfast meal starting time
BE = Breakfast meal ending time
LS = Lunch meal starting time
LE = Lunch meal ending time
DS = Dinner meal starting time
DE = Dinner meal ending time

Meal hours (MH) will be computed as follows:

$$MH = (BE - BS) + (LE - LS) + (DE - DS)$$

(2) Where: BP = Bid Price or initial price for building
added after award

MHo = Meal hours - original (at time of
award or first agreement on price for
dining facilities added afterward)

MHc = Meal hours - current

MHp = Meal hours - proposed

MH = MHp - MHc (This will be rounded to the
nearest 1/4 hour) Amount of price
adjustment will be computed as follows:

$$(BP - MHo) \times MH = +/- \text{ adjustment}$$

This formula will not apply where the resulting price would be less than the initial bid price; but, adjustments resulting in such changes will be subject to the Termination for Convenience clause herein.

d. All opening and closing times of dining facilities shall provide 30 minutes prior to start of breakfast serving period and not less than 2 hours after end of dinner serving period for contractor to perform pre-set up and after meal services. The intent of this provision is to guarantee the contractor sufficient access to the facility; and, it shall not be construed to restrict

the Government's earlier access. Commencement of Government work within any facility earlier than 1/2 hour before start of first meal shall not constitute expansion of mess hall operating hours for payment purposes.

e. Payments for facilities which normally serve three meals per day will be made at the rate of 50% of daily price for one meal and 75% of daily price for two meals. For purposes of establishing monthly headcount range for payment, these days will be counted as 50% and 75% days. Reduced payments covered by this paragraph shall apply in instances where an entire serving period in the dining facility is deleted on a temporary basis (30 days or less).

f. Payments for facilities, which close a serving line and half of dining area for the day, will be made at 85% of the daily price. The Contractor will be notified not later than the close of business the preceding day when a serving line and half of the dining area will be closed.

52.000-4050 COORDINATION OF PERFORMANCE

The unit commander or his representative, along with the Contracting Officer's Representative will coordinate the work flow with responsible personnel to assure that certain tasks are accomplished timely. Such coordination, however, shall not be construed to imply that Government personnel will in anyway supervise or otherwise control the work of individual dining facility attendants.

52.00-4051 SCHEDULING OF WORK

Those services indicated as daily, weekly, monthly, and quarterly in Part I - Section C of this contract will be scheduled by the Contractor. The Contractor or his superintendent/shift leader will furnish to the dining facility sergeant a written schedule of when these services are to be performed during their respective time periods. A copy of the schedules will be furnished to the Contracting Officer and his representative.

Daily Service - Indicate which services to be performed in the morning hours and which performed in the afternoon hours.

Weekly and Monthly Services - Indicate what day during the respective time period services are to be performed.

Quarterly Services - Indicate what week services are to be performed.

This written work schedule shall be furnished to the dining facility sergeant within ten (10) calendar days after receipt of written notice of award.

52.00-4052 RESERVED

52.000-4053 INSTALLATION ACCESS CONTROL REQUIREMENTS (25 July 2001)

1. Contractors/Subcontractors and their employees requiring access to the installation will be required to comply with the installation access control policy/procedures. The Government will not be responsible for damages due to delay/stoppages caused by failure to comply.

2. The type of registration required will be determined by the length of time the contractor requires access to the installation.

a. Contractors requiring access to the installation in excess of 90 days will be issued a government identification card and a vehicle decal that will be displayed in the top center portion of the windshield.

b. Contractors requiring access to the installation for a period of 90 days or less will be issued a temporary vehicle permit that shall be displayed on the dash of the automobile. A government identification card will not be issued. A valid drivers license or other form of identification must be shown at the access control point in lieu of a government identification card.

c. Contractors requiring access to the installation sporadically will be required to follow the same procedures as other visitors to the installation. These contractors include but are not limited to those that are here for warranty calls, one-time deliveries, scheduled inspections, service providers, etc.

3. Government issued identification cards and vehicle registration decals/permits are government property and must be relinquished upon request of the government.

4. Procedures for Obtaining Government Issued Identification Cards and Vehicle Registration

a. Contractors Requiring Access to the Installation in Excess of 90 Days.

(1) Contractors are required, within 5 days after receipt of contract award, to furnish a personnel roster to the Directorate of Contracting (DOC). Submission via email to address provided in notice of award is preferred. Upon receipt of the personnel roster, the DOC will verify contract information and forward to the Civilian Personnel Advisory Center (CPAC). A revised roster must be provided to the DOC any time a change is made to the contractor's personnel.

(2) Contractors shall provide information for individual employee identification cards to the CPAC, 101 W Bultman Ave Ste 100, Fort Stewart, GA 31314. This shall include: employee last name, first name, middle initial; social security number, date of birth, weight, height, color hair, color eyes, and sex. Once CPAC has received this information, they will prepare the identification cards and call the contractor to schedule an appointment for employees to report to the CPAC office, Building 1191, Fort Stewart, Georgia for issuance of their identification cards. The employee will then be required to take it to the 3d SSB, ID Card Section, Building 250, (Marne Welcome Center), Fort Stewart, Georgia for photos, finger printing and lamination.

(3) After employees have been issued their government identification card, they will report to the Vehicle Registration Office at Building 288, Fort Stewart, Georgia or Building 1240, Hunter Army Airfield to obtain a vehicle registration decal. They must have a current government issued identification card as indicated above. They will also be required to show proof of ownership of the vehicle they are registering or an affidavit authorizing them to drive the vehicle, proof of insurance, current registration, and a valid driver's license.

(4) For renewal of government issued identification cards, contractors must submit request for renewal to the issuing authority. DOC will approve these requests as required by the issuing authority.

b. Contractors Requiring Access to the Installation 90 Days or Less.

(1) Contractors are required, within 5 days after receipt of contract award, to furnish a personnel roster to the DOC. Submission via email to address provided in notice of award is preferred. Upon receipt of the personnel roster, the DOC will verify the contract information and forward to the Vehicle Registration Office. A revised roster must be provided to the DOC any time a change is made to the contractor's personnel.

(2) Government issued identification cards will not be required however; individuals may be required to show some form of identification at the access control point.

(3) Once the Vehicle Registration Office has received contract verification and the personnel roster, employees will report to the Vehicle Registration Office at Building 285, Fort Stewart, Georgia or Building 1240, Hunter Army Airfield to obtain a temporary vehicle registration permit. They must be listed on the personnel roster and will be required to show proof of ownership of the vehicle they are registering or an affidavit authorizing them to drive the vehicle, proof of insurance, current registration, and a valid driver's license.

5. Upon termination of an employee or expiration of the contract, government issued identification cards must be turned in to the DOC. Contractor employees are required to report to the Vehicle Registration Office for clearance and to turn in the decal/permit.

6. The Contractor shall, under regulations prescribed by the Directorate of Public Safety (DPS); use only established roadways when transporting personnel and/or material in the prosecution of work. The Contractor shall adhere strictly to the above, and shall not develop new ingress or egress roads without specific written instructions from the DPS.

7. At times, depending on the level of access control, it might take longer than normal to get on or off the installation. Such time periods are not to be considered the basis of a claim against the government.

52.000-4054 IDENTIFICATION BADGES (25 Jul 2001)

The Contractor shall provide each employee an Identification (ID) Badge, which includes the Company Name, Employee Name and a color photo of the employee. ID Badges for Key Personnel shall also indicate their job title. ID Badges are to be worn at all times the employee is performing work under this contract. Each Contractor employee shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. Contractor is responsible for collection of ID Badges upon completion of contract or termination of employee.